

STATEMENT BY TOWN OF GREENWOOD REGARDING TOWN BALLFIELD AND WOODBRIDGE LITTLE LEAGUE

The Town of Greenwood ballfield is a public, recreational field owned by the Town which has been used for decades for the use and benefit of the public, including for many years by Woodbridge Little League (WLL) — a relationship the Town enjoys, and hopes and has expected to continue. At no time has Woodbridge, or any other person or entity, ever been charged a fee for use of the field — a practice the Town intends to continue. As the 2023 year and ball seasons begin, the Town wishes to take the opportunity to issue this statement to clarify some inaccurate information which has been circulating with respect to the ballfield and WLL.

In the fall of 2022, a dispute apparently arose between WLL and another ball team as to use of the field during the fall season. At that time, the Town did not seek to get involved until WLL affirmatively sought the intervention of Town officials, asking the Town to prohibit or limit the use of the field by the other entity, and stating that this use might conflict with an additional fall “season” for WLL which had not existed in past years.

Several discussions were had on this issue at public Town Council meetings in late 2022. WLL even brought families and children to “protest” outside a Town Council meeting at which the field was not even on the agenda for any action by Council. Representatives from both WLL and the other league were put on subsequent agendas to speak, at their request. During and since this time, persons affiliated with WLL have made statements, publicly and privately, with no basis in fact, that the Town has been trying to “evict” them from using the field. This could not be further from the truth.

The Town of Greenwood first asked the teams to talk, and try to work out any differences, and exchange schedules, so that both could use the field (as in years past), but that did not occur. Since the two teams could not work things out amicably, Town Council approved development of a License Agreement, that any team seeking to reserve the field for seasonal use, would sign, which would allow them to use the field at different times—at no charge, with scheduling monitored by the Town. Prior to the public solicitation of schedules, the Town even offered preferential approval to WLL, so that it could use the field in spring/summer, for

its traditional season. As part of the Agreement, the Town also agreed to take on additional expenses connected with the field.

WLL never signed, nor indicated a willingness to sign an Agreement with the Town, and never submitted a schedule request to the Town of Greenwood prior to the January 31, 2023 deadline for submissions. It should be noted that teams were told that proposed schedules “need not be detailed by date and event—just by month or ‘season’” for which use was desired. Despite these efforts to enable WLL to use the field, no response or submission was received from WLL prior to the deadline, while one other team did apply.

It should be noted that the purpose of the Town approving and monitoring scheduling is simply to avoid the type of conflicts that arose in 2022. To be absolutely clear, there is no “eviction”, or desire by the Town for WLL not to use the field. To the contrary -- the Town of Greenwood welcomes WLL and its players, and hopes that it will continue to use the Greenwood field in the future under the current scheduling and license procedure.

LICENSE AND USE AGREEMENT

This LICENSE AND USE AGREEMENT is made this ____ day of _____, 2023, by and between,

THE TOWN OF GREENWOOD, a municipal corporation of the State of Delaware, with offices at 100 W. Market Street, Greenwood, DE 19950, hereinafter referred to as the “Town” or “Licensor,”

and

WOODBIDGE LITTLE LEAGUE ASSOCIATION, a non-profit corporation of the State of Delaware, with Registered Agent located at Walnut Street, P.O. Box 29, Bridgeville, DE, 19933, hereinafter referred to as “League” or “Licensee.”

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Grant of License. Licensor grants to Licensee a non-exclusive license, constituting the right, privilege and permission, subject to the terms herein, to enter onto and use certain lands and improvements located at 105 N. Church Street, Greenwood, DE, also known as the “ball field,” which premises are owned by the Town of Greenwood, (hereinafter referred to as the “Licensed Premises”)¹. The Licensed Premises, which shall include parking and concession areas, may be used by the League for purposes of activities related to its sporting events, including the use of the Property for tournaments. The Licensed Premises constitute publicly-owned property, and the Town reserves the right to grant additional license(s) for use of the ball field, provided that only one licensee shall have rights of access to the field at any given time under Schedule(s) approved by the Town, as discussed herein at Paragraph 2.

¹ The “Licensed Premises” which are the subject of this Agreement, consist of the following: Parcel ID #530-10.13-5.00 (conveyed to Town by Deed Book/Page 751/81); Parcel ID #530-10.13-6.00 (conveyed to Town by Deed Book/Page 758/298) and Parcel ID #530-10.13-7.00 (conveyed to Town by Deed Book/Page 1325/310).

2. Scheduling and Schedules. Licensee shall submit a request with proposed schedule(s) for months when it wishes to reserve the ball field for purposes of games/practices and other related events.²

- Schedule requests for “spring/early summer” season (March – July, inclusive) shall be submitted to the Town no sooner than January 1st and no later than January 31st of each calendar year.
- Schedule requests for “late summer/fall” season (August – November) shall be submitted to the Town no sooner than June 1st and no later than June 30th of each calendar year.

Licensee, Woodbridge Little League Association, shall be granted the first option for use of the ball field for the “spring/early summer” season, subject to compliance with terms of this Agreement, if it timely submits a scheduling request for said season.

The Town shall process requests and advise licensee(s) of approved Schedules as promptly as possible. Approved schedules shall also be posted on the Town website. Schedule requests will typically be approved by the Town on a “first come/first served” basis, but the Town reserves the right to approve or modify Schedules to provide equitable access to each of its licensees.

The field shall not be reserved during “winter months” (December – February), but any licensee or member of the public may use the field for sports or recreational purposes on an unscheduled “first come/first served” basis during winter months.

All leagues entering into a licensee agreement with the Town are expected to cooperate and communicate with each other and endeavor to create seasonal schedules which will not create an overlap. Leagues are encouraged to discuss and work out any potential conflicts amongst themselves before submitting official schedule requests to the Town. Scheduling disputes, if any, shall be decided by the Town Manager, whose decision shall be final.

3. Maintenance. During any season or period of time in which Licensee has permission to use the field under an approved Schedule, that League shall be responsible for general upkeep and maintenance of the Premises, pursuant to the

² Schedules need not be detailed by date and event—just by month or “season” (with start and end dates) for time periods when the licensee wishes to utilize the Premises.

current Town Ball Field Rules and Regulations, a copy of which attached hereto as Exhibit A. Repairs and Improvements shall be handled as set forth in Exhibit A.

4. No Payment. The privileges granted by the Agreement are without any consideration and are solely as an accommodation to Licensee by the Town. This License and Use Agreement is revocable at any time, with or without cause, by Licensor.

5. Accrual of Rights and Interest. Licensee expressly understands and agrees that Licensee does not and shall not at any time claim any interest or estate of any kind or extent whatsoever in the licensed premises, and that no such property rights or interest are conferred or granted under this Agreement or by Licensee's occupancy or use of the above-described property of Licensor or to any subsequent improvements to the Premises made by Licensor.

6. Utility Accounts and Costs. All utility accounts (i.e., water, sewer, electricity) shall be held by and in the name of the Town of Greenwood. The League shall be responsible for costs of any utilities that serve the property for any period of time during which the League is permitted to use the field under an approved Schedule. Copies of utility invoices will be mailed/emailed to the responsible league and amounts due will be payable to the Town of Greenwood no later than 30 days after an invoice is sent to the League. Any unpaid costs, interest, fees or penalties for late payments shall be assessed against the League.

7. Insurance. At all times during this license, Licensee shall maintain current, valid insurance, including, at a minimum, general liability insurance in the amount of \$1 million dollars or more, covering personal injuries or property damage occurring on the property. The Town shall be listed as a named insured or additional insured on each policy of insurance. Licensee will provide the Town of Greenwood with proof of insurance prior to any schedule being approved, but in any event not less than once a year.

8. Indemnification. In consideration of the privilege granted by this Agreement, Licensee hereby waives any and all claims against Licensor in connection with the use of the premises, including as to any injuries or damages occurring in or on the licensed premises while being used by Licensee and Licensee's members, players, guests and/or invitees. Licensee assumes the sole risk of any and all liabilities, and further agrees to indemnify and hold Licensor harmless from any and all claims of damages in connection with the use of the licensed premises.

9. Other Licenses and Permits. Licensee shall be responsible for obtaining and maintaining any necessary local, state or federal licenses for activities it conducts on the premises (e.g. food and beverage permits for concession stand).

10. No Warranties. Licensee assumes use of the property "as is", and Licensor makes no warranties or representations as to the condition of the above-described property.

11. Duration. This Agreement shall continue in force unless and until terminated or revoked by any party to this Agreement. Such termination or revocation shall be in writing and delivered to the addresses above. Upon termination of this Agreement for any reason, Licensee's right to use and access to the licensed premises shall immediately terminate.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any prior agreements, understandings or representations of any kind preceding the date of this Agreement is superseded and shall not be binding on either party.

13. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

14. No Assignment. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other party.

15. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware. Venue for any disputes under this Agreement shall be in the State courts of the State of Delaware. Each party to pay their own attorneys fees and costs in connection with any dispute under this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement hereunto set their hands and seals in the day and year aforesaid.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A
GREENWOOD BALL FIELD RULES AND REGULATIONS FOR
LICENSEES

During seasons or time periods when a Licensee is using the ball field, it shall maintain the field and property as follows:

- General upkeep and maintenance of the grounds and fixtures
- All grass shall be kept below the 8" maximum height, as required by Greenwood Town Ordinance. Grass cutting may be performed by the Town or by Licensee at Licensee's option
- All weeds, trash and debris will be removed in a timely manner.
- Report of any burnt out or inoperable lighting to the Town for replacement
- The field shall be maintained to include filling holes, dragging the field and maintenance of Diamondtek.

The ball field and outdoor areas shall remain unlocked and accessible to the public during times when the field is not in use by a licensee.

All bathroom and storage facilities will be kept locked when not in use or during times when the field is unoccupied. Each Licensee shall be provided with keys or access to keys to these areas. If any keys are lost or misplaced, it shall be the responsibility of the licensee that is using the field at that time to replace or rekey the locks at their expense and provide keys to each licensee and provide new keys to the Town.

The Town will at all times maintain keys to any locked portion of the facilities and has the right of entry to the facilities at any time as may be needed for maintenance or safety issues.

Repairs: Any repairs needed or damage to the existing buildings, facilities or equipment should be promptly reported Greenwood Town Hall/Town Manager. If there are issues with the property, please notify Town Hall at 302-349-4534. The Town shall make necessary repairs at the Town's expense.

Improvements: Any requests for new or additional structures, or replacements of or improvements to existing structures or facilities, shall be directed to the Town via the Town Manager. Approval of Improvement requests shall be in the Town's discretion, and improvements deemed necessary shall be made at Town expense.

ANNOUNCEMENT REGARDING SCHEDULE REQUESTS FOR TOWN OF GREENWOOD BALLFIELD

Notice is hereby given that THE TOWN OF GREENWOOD, in an effort to facilitate and coordinate the scheduling of games and practices on the public Town ballfield(s), located at 105 N. Church St in Greenwood Delaware, is now accepting requests from teams, leagues or other organizations who wish to reserve the Town Ballfield in advance for organized sports and recreational activities.

Any organization wishing to so apply shall submit their proposed schedule requests and a signed copy of the "License and Use Agreement" form ("Agreement") and the Town Ball Field Rules and Regulations, copies of which are available from the Town offices. No schedule requests will be considered without a signed Agreement. Schedules shall be submitted as follows:

Seasons and Schedules. Licensee Applicants shall submit a request with proposed schedule(s) for months when it wishes to reserve the ball field for purposes of games/practices and other related events.

- Schedule requests for "**spring/early summer**" season (March – July, inclusive) shall be submitted to the Town **no sooner than January 1st and no later than January 31st** of each calendar year.
- Schedule requests for "**late summer/fall**" season (August – November) shall be submitted to the Town **no sooner than June 1st and no later than June 30th** of each calendar year.
- The field shall not be reserved during "winter months" (December – February), but any licensee or member of the public may use the field for sports or recreational purposes on an unscheduled "first come/first served" basis during winter months, or during time periods where it is not reserved by a licensee.

The Town shall process requests and advise licensee(s) of approved Agreements and Schedules as promptly as possible. Approved schedules shall also be posted on the Town website. Schedule requests will typically be approved by the Town on a "first come/first served" basis, but the Town reserves the right to approve or modify Schedules to provide equitable access to each of its licensees.

Further information on use of the ballfield may be found in the Agreement or by contacting Town Hall at (302) 349-4534.